combines network elements it will, where technically feasible, provide the other carrier's requested configuration.

64. In cases where Ameritech connects its network elements with those of the requesting carrier, it provides its elements in a way that enables the configuration to perform as a single, combined element. However, Ameritech has no control over or detailed knowledge of other carriers' facilities and network elements. In cases where the elements provided by another carrier are interpositioned between network elements provided by Ameritech, Ameritech will provide its contiguous elements so they operate as an integrated service. Ameritech also provides standard industry facility interfaces to the requesting carrier so that the requesting carrier can provide facilities that will function effectively with Ameritech's network elements. Ameritech cooperates with requesting carriers to jointly resolve interoperability issues.

65. In addition to those elements required to be unbundled by the Checklist (loops, switching, interoffice transmission facilities and signaling and call-related databases), the FCC has required incumbent LECs to unbundle NIDs, OSS and OS/DA. I will discuss the operational aspects of each of these latter three elements in this section.

C. Network Interface Device (NID)

66. The NID is defined in § 51.319 of the FCC's Rules "as a cross-connect device used to connect loop facilities to inside wiring." Generally, NIDs currently installed by

Ameritech also provide cable pair protection and overvoltage protection by grounding the loop facilities.

67. As provided in the AT&T Agreement (Sch. 9.2.2), Ameritech provides a requesting telecommunications carrier with the ability to connect its own local loop, via its own adjacent NID, to the inside wiring of the end user's premises through Ameritech's NID.

68. The "dual-chamber"-type NID devices currently deployed by Ameritech on all new residence and 1-6 line business locations consist of one chamber for the end user or requesting carrier's access and a second chamber for Ameritech's access. The end user access chamber typically contains RJ-11 type connectors to provide access to the inside wire. The end user access chamber also has a "punch-out" hole in the bottom to allow the requesting telecommunications carrier to extend the inside wire out of the NID housing itself.

69. As fully described in the AT&T Agreement (Sch. 9.5, § 3.0), a requesting telecommunications carrier may make the connection between its loop and the customer's inside wire by installing an adjacent NID of its own, connecting its NID to the customer's wire via a jumper wire through Ameritech's NID and providing electrical grounding protection for its own loop facilities. The requesting carrier may

also request Ameritech to rearrange terminal enclosures or inside wire on a time-and-materials cost basis.

70. Ameritech provides access to NIDs on a nondiscriminatory basis. Any carrier, including ACI, may gain access to an end user's inside wire through Ameritech's NID on a "first-come, first-served" basis. Because the NID device itself can connect only one loop facility to one inside wire pair at a time, it is not feasible to connect one inside wire pair simultaneously to multiple loop facilities. Ameritech therefore is not in a position to discriminate against a requesting carrier desiring to connect its own loop to an end user's inside wire, in part because the work required to establish these connections can be performed by the requesting carrier without intervention by Ameritech. I also should note that the inside wire connected to Ameritech's NID is under the control of the end user or building owner.

D. Operations Support Systems (OSS)

71. Ameritech provides nondiscriminatory access to its OSS that is equal in quality to what it provides to itself, its affiliates (including ACI) and other telecommunications carriers. OSS are described in detail by Mr. Rogers and Mr. Mickens in their respective affidavits.

72. ACI will be treated in the same fashion as other telecommunications carriers with regard to preordering, ordering, provisioning, maintenance and repair and billing for

unbundled network elements. More specifically, Ameritech will provide unbundled network elements to ACI, or any other Ameritech affiliate, on the same basis that Ameritech provides unbundled network elements to nonaffiliated telecommunications carriers. In fact, any orders for unbundled network elements or repair thereof by ACI or any other Ameritech affiliate must be placed through the same regional AIIS service center using the same ordering systems utilized by nonaffiliated telecommunications carriers.

E. Operator Services and Directory Assistance (OS/DA)

73. Ameritech also provides unbundled access to its OS/DA. The operational aspects of this access are discussed in Part VII of my affidavit.

III. CHECKLIST ITEM (iii): ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

74. Ameritech's interconnection agreements contain detailed contract terms pursuant to which competing providers of telecommunications services may obtain access to Ameritech's poles, ducts, conduits and rights-of-way (collectively "Structure") on a nondiscriminatory basis in a manner that complies with the requirements of the Checklist, § 224 of the Act, the FCC's Rules and the FCC's First Report and Order, and that is equal in quality to the access obtained by Ameritech and its affiliates.

75. It should be noted that Section 224(c) of the Act permits states to "opt out" of FCC regulation. Ameritech will comply with the applicable state requirements of any state that "opts out."

76. Three key items in Ameritech's existing contract terms ensure nondiscriminatory access by requesting carriers to Structure from an operational perspective: access to maps and records; a fair methodology for assignment of existing spare capacity in Structure between competing parties; and comparable treatment in completing the process steps for Structure access, including the field survey and construction work necessary to deliver the Structure for the Attachments of the requesting carrier. I address each of these three items in turn. I then address several additional issues related to access to Structure. However, I first address the nature of the Structure to which Ameritech provides nondiscriminatory access.

A. Definition Of Poles, Ducts, Conduits And Rights-of-Way

77. Ameritech provides access to the poles, ducts, conduits and rights-of-way that it owns or controls for the Attachments of a requesting carrier.

78. "Poles" includes poles owned in full or in part by Ameritech, or poles owned by others on which Ameritech has a contractual right to permit use by requesting carriers. Poles are used to support cable, equipment, facilities, apparatuses or appurtenances that are used or useful in providing telecommunications services ("Attachments").

79. "Ducts" or "conduits" are enclosed reinforced passages capable of housing communications cables. "Ducts" or "conduits" include single ducts, inner-ducts and lateral ducts into buildings owned by third parties and not leased by Ameritech, and the manholes, handholes and pull-boxes associated with the ducts or conduit. Some ducts or conduit controlled by Ameritech may be located within buildings owned by third parties. Access to such ducts or conduit is made available, to the extent permissible, as "rights-of-way."

80. "Rights-of-way" are legal interests of Ameritech in property of others, such as easements or licenses, which are necessary and suitable to lawfully maintain poles, ducts, conduits and Attachments on such property.

81. "Rights-of-way" do not generally include access to Ameritech owned or leased property for the placement of Attachments, other than in or on an existing pole, duct or conduit. (AT&T Agreement, § 16.1.1)

82. The terms and conditions for Structure access set forth in the interconnection agreements entered into by Ameritech with competing providers supersede the terms and conditions of any tariff or preexisting agreement under which the competing provider maintains Attachments on Ameritech's poles, ducts, conduits and rights-of-way.

B. Access To Maps, Records And Information

83. Maps and records of the locations and total and spare capacities of Ameritech's Structure are used to incorporate Structure into the design of a facilities-based network. Ameritech's outside plant engineers use the maps that Ameritech maintains for this purpose. Pursuant to Ameritech's interconnection Agreements, requesting carriers are provided comparable access to the same location and capacity information available to Ameritech's engineers.

84. Ameritech provides, upon request and at the expense of the requesting carrier, access to maps of the location of its conduits and poles. AT&T Agreement, § 16.13.

85. Maps or records may contain information beyond location and capacity that is proprietary to Ameritech's business or that relates to the Attachments of other parties, which may be subject to confidentiality requirements. If maps or records containing such information are requested, Ameritech redacts such information from the map or record before providing the map or record to the requesting carrier. Ameritech also makes its representatives available to the requesting carrier to clarify information on its maps and records.

86. Ameritech provides pole records and copies of easements for locations identified by the requesting carrier. (Pole maps that are readily available from electric utilities in their

service areas usually show Ameritech poles. These maps are an industry standard and Ameritech occasionally acquires such maps for its own use.)

87. Upon request, Ameritech provides records that show capacity of its conduit runs and availability of its ducts and inner-ducts.

88. Ameritech also provides other pole, duct and conduit records at the request and expense of the requesting carrier, and will meet with the requesting carrier at its request to clarify any information on a map or record or to discuss any other information the requesting carrier may need. Such meetings are arranged through the Structure Access Coordinator.

89. It should be noted that Ameritech is in the process of mechanizing its outside plant records and, accordingly, the form and quality of maps and records will vary by engineering design center.

90. Due to the nature of map and record preparation and updating, Ameritech cannot confirm the accuracy or completeness of each map or record. A field survey may be required to validate map or record information.

91. Maps or records, and the information they contain, are subject to confidentiality requirements and may not be resold by the requesting carrier.

C. Requests For Access To Structure

92. The second feature of ensuring nondiscriminatory access to Ameritech's Structure is a process to ensure fair allocation of existing spare capacity in Structure. This feature is important because if two parties are competing for the last available space on an existing Structure, one of the parties will get the space and the other will either have to bear the cost of the modification to create additional space, or be denied access if capacity cannot be added. To ensure nondiscrimination in this allocation, Ameritech's contract terms require that all requests for access to its Structure, including those of itself and its affiliates, be made through the Structure Access Coordinator. (The Structure Access Coordinator, as described in more detail below, is responsible for administration of access to Ameritech's Structure.) The Structure Access Coordinator will date-stamp each request, and multiple requests for the last available space on a given Structure will be resolved by a "first in time, first in right" priority queue.

93. Requests for access to Ameritech's Structure are made through the Structure Access Coordinator. The request must be made in writing and include a map of the poles, ducts, conduits and rights-of-way that are the subject of the request. The Structure Access Coordinator date-stamps each request, with the first request in time having priority access to existing available capacity of the poles, ducts, conduits and rights-of-way in question.

D. Completion of Process Steps for Access to Structure

94. The third aspect of ensuring nondiscriminatory treatment for access to Ameritech's Structure is comparable treatment in completing the process steps, including field surveys and the construction needed to make Structure available. Field survey and make-ready construction work is performed by Ameritech construction groups and Ameritech contractors. Since Ameritech's construction groups are typically organized geographically, comparability is most relevant if viewed by specific construction area.

95. In implementing its contract terms, Ameritech has developed and continues to develop fixed intervals for standard process steps. These steps include administrative tasks and other steps that are regular and predictable. The intervals for these steps provide a means for comparing the treatment of all carriers.

96. Especially in the case of field survey and construction work needed to make Structure ready for Attachments, the variation in the nature of requests and the requirements needed to fulfill them make fixed intervals impractical in most cases. Consequently, Ameritech's interconnection agreements provide for negotiated due dates. To ensure nondiscrimination in such instances, Ameritech has developed a process by which a requesting carrier can obtain the information necessary to assure itself that, within each construction area, the treatment of its requests is comparable to the treatment of Ameritech's and other carriers' requests.

97. After receipt of the request, the Structure Access Coordinator schedules a field survey to determine availability of space on the poles, ducts, conduits and rights-of-way in question, the potential need for modifications to the Structure to accommodate the attachment, and, where other parties are attached, to whom notice of modification of the Structure must be given.

98. The Structure Access Coordinator then arranges for the engineering and construction of modifications necessary to accommodate the requesting carrier's Attachments and those of others participating in the modifications.

99. The Act authorizes Ameritech to recover its costs incurred in providing a requesting carrier with access to Ameritech's poles, ducts, conduits and rights-of-way. Ameritech charges a one-time administration fee to each requesting carrier seeking Structure access to recover the cost of establishing the carrier in Ameritech's Structure Access database, reviewing the carrier's insurance and bond requirements, and providing the Ameritech Structure Access Guidelines to the carrier.

100. After completion of any construction work necessary to make the Structure ready for a requesting carrier's Attachment, the Structure Access Coordinator provides the requesting carrier with written notice that the Structure is ready and issues a written permit to the requesting carrier authorizing it to attach. The permit authorizes the specific Attachments requested, but other than service wires and routine maintenance

items (e.g., splices), additions or modifications to the Attachment require another permit. This requirement is necessary for the orderly administration of all Attachments to poles, ducts, conduits and rights-of-way and to ensure that capacity used is properly paid for, records are updated, standards such as the National Electric Safety Code are met and safety, reliability and engineering matters are addressed before an addition or modification is made. This obligation is applied in a nondiscriminatory fashion to all parties with Attachments, including Ameritech and its affiliates.

101. The requesting carrier is responsible for constructing or placing its own Attachments in or on Ameritech Structure and for maintaining them thereafter, always in conformity with all applicable laws and the standards. Order, ¶¶ 1151, 1153. Construction may be performed by the requesting carrier or any of its contractors, provided they are properly trained, competent workers skilled in the trade. AT&T Agreement, § 16.4.

102. An Ameritech inspector must be present at the start of construction to ensure that the cable or other attachments are placed in the assigned duct or space and constructed in accordance with the applicable attachment plans. This facilitates orderly administration and accurate records of the Structure for all users.

103. The requesting carrier may conduct its own maintenance on its Attachments on Ameritech poles, ducts, conduits and rights-of-way, but must provide Ameritech with notice before conducting such maintenance activities. This notice requirement is

necessary to avoid conflicts with work plans of other attaching parties, including Ameritech personnel, and ensures that a record of entry is kept to help resolve claims for damages to facilities. Requesting carriers are also responsible for obtaining any necessary municipal permits. AT&T Agreement, § 16.2.

104. As I have noted, Ameritech has created a separate functional position—the Structure Access Coordinator—to administer access to Structure. In addition to performing this function, the Structure Access Coordinator serves as the single point of contact for requesting carriers and other parties, including Ameritech and its affiliates, that request access to Ameritech's Structure. The Structure Access Coordinator has full responsibility and authority with respect to access to Ameritech's Structure.

105. Ameritech has had substantial experience, over the course of many years, in providing access to its poles, ducts, conduits and rights-of-way. The FCC should carefully consider Ameritech's long history of successfully providing such access in the past, as well as Ameritech's more recent experience under the Act.

106. Ameritech has complied with the Act's requirements relating to access to poles, ducts, conduits and rights-of-way since its adoption, and with the applicable FCC Regulations since they became effective. It should be noted that, since the applicable FCC Regulations have been effective, Ameritech has received only a few requests for access that have required modification of facilities other than the usual placement of inner-

duct. Furthermore, Ameritech is just now receiving requests for access to maps and records of structure.

107. In 1996, Ameritech region-wide received over 480 requests for access to Ameritech's poles, ducts, conduits and rights-of-way. These included requests for access to over 2,500 poles and 2.5 million feet of conduit. Of these 480 requests, over 300 were from unaffiliated carriers, including requests for access to over 2.29 million feet of conduit. Ameritech has responded promptly to these requests, and has provided an initial response concerning the availability of facilities for 93 percent of them. Ameritech has actually completed make-ready work for more than one third of these requests. An additional 21 percent of the requests have been canceled by the requesting parties, in many cases after substantial work already had been done. Thus, approximately 55 percent of the requests have been completed, either by providing the required access or by cancellation of the request.

108. Ameritech has been meeting with AT&T and other carriers on a regular basis to work out administrative details for providing those carriers with access to Ameritech's Structure, outside of any regulatory proceeding and before interconnection agreements with those carriers were executed. Finally, Ameritech has developed implementation guidelines to serve as a starting point for the implementation teams created under Ameritech's interconnection Agreements and to guide the process for those carriers who

choose not to participate in an implementation team or who request access to Structure under tariff.

E. Denial Of Access To An Attaching Party

109. All of Ameritech's poles, ducts, conduits and rights-of-way are located either in public rights-of-way, such as streets, alleys, bridges or dedicated utility easements, or on property owned by private or public entities. Ameritech's authority to have its poles, ducts, conduits and rights-of-way on public rights-of-way is subject to state and local ordinances and laws, zoning regulations or other permissions or authorities granted by government entities. On private or public property (other than public rights-of-way), Ameritech usually has obtained an easement or license from the owner to place and maintain its poles, ducts, conduits and rights-of-way. Sometimes, easements or licenses from adjoining property owners are necessary even to occupy public rights-of-way. In many instances, Ameritech shares use of poles, ducts, conduits and easements with the electric utility in the service area under the terms of joint use or joint ownership agreements. In some instances, Ameritech may have poles, ducts or conduits on private property without any right (or an incomplete right) to grant access to third parties. Ameritech's ability to maintain its Structure is subject to the terms, conditions and limitations of these various laws and agreements, and so it must condition an attaching party's access to its Structure on those same terms and conditions. Order, ¶ 1179. Further, if Ameritech loses its right to have a pole, duct, conduit or right-of-

way at any particular location, it obviously cannot provide an attaching party with a right to use such pole, duct, conduit or right-of-way. Order, ¶¶ 1161-1164, 1176.

110. Ameritech may also deny an attaching party's request for access to poles, ducts, conduits or rights-of-way where the poles, ducts, conduits and rights-of-way lack capacity to accommodate the attaching party's Attachment and additional capacity cannot be added, or where nondiscriminatorily applied reasons of safety, reliability or engineering justify denial of access.

111. A lack of Structure capacity may exist in instances where a modification to the Structure would be required to accommodate a request for access, but the modification cannot be constructed.

112. Safety, reliability or engineering reasons may justify denial of access if the requested Attachment would, for example, violate the National Electric Safety Code or other requirements imposed by governmental entities; overload or imbalance a pole line; create a hazard to other users; violate local zoning codes or preferences; interfere with the transmission characteristics of other Attachments; interfere with the use of the poles, ducts, conduits and rights-of-way by others; or squander or inefficiently use the capacity of the Structure.

113. Before a denial is made for any reason, the Structure Access Coordinator meets with the attaching party and explores all reasonable alternatives to accommodate the proposed Attachment. Order, ¶ 1163. Any such denial is determined in a nondiscriminatory manner for all parties requesting Attachment, including Ameritech and its affiliates, and is confirmed in writing. A requesting party that is denied access to Structure has numerous avenues to appeal such a denial of access under its applicable interconnection agreement with Ameritech or applicable FCC or state commission rules.

F. Reservation Of Space

114. Under the FCC's Regulations and Ameritech's existing interconnection agreements, no party, including Ameritech and its affiliates, may reserve space in or on any Structure. See, e.g., Order, ¶ 1170. This ensures that existing capacity of Ameritech's Structure is efficiently used and that the "first in time, first in right" priority queue for new requests for access to Structure works fairly to ensure nondiscriminatory access to existing spare capacity.

115. To ensure that existing capacity is utilized efficiently and to prevent de facto reservation, the terms and conditions relating to access to Structure in Ameritech's interconnection agreements include two additional provisions. First, any party, including Ameritech, who makes a request for access must make its Attachment within 180 days of the notice from the Structure Access Coordinator that the Structure is

available for such Attachment. Otherwise, the party's right to attach to the particular Structure covered in that request will be superseded by other parties, if any, requesting access to the same Structure. Second, an Attachment of any party, including Ameritech, that is not in service for any 180-day period may be removed, if such removal is necessary to make space available for another attaching party without adding capacity to the pole, duct, conduit or right-of-way.

116. Spare capacity is space on or in poles, ducts, conduits and rights-of-way which can be used for the Attachments of an attaching party without any modification to the poles, ducts, conduits or rights-of-way or any rearrangements to the Attachments of another party.

117. In conduit, certain ducts and inner-ducts that would otherwise be spare capacity are reserved for other purposes. For instance, in some municipal franchise agreements and ordinances, Ameritech is obligated to provide a duct for use by the municipality. A spare duct is retained for this purpose and may only be used by the municipality. In addition, each conduit run has a vacant duct and inner-duct reserved for maintenance purposes. These are available to all parties with Attachments in the conduit for maintenance purposes and are necessary to permit cable replacements without the need to interrupt service. The maintenance spares are also available for emergency restoration of service. Maintenance spares are a prudent and standard practice in the

administration of conduit, and the terms and conditions in Ameritech's interconnection agreements recognize the utility of these maintenance spares.

G. Structure Modification

118. If there is no spare capacity in the poles, ducts, conduits and rights-of-way to which a party requests access, and Ameritech does not deny access for lack of capacity or for safety, reliability or engineering reasons, Ameritech will, at the request and expense of the attaching party, modify its poles, ducts, conduits or rights-of-way to create additional capacity to accommodate the request for access. In this way, a requesting party is able to obtain access to Ameritech Structure on a nondiscriminatory basis.

119. The necessary modifications may vary considerably depending on the circumstances. Modifications to poles may include rearrangement of existing attachments, placement of brackets to accommodate additional attachments or replacement of poles with taller or stronger poles. Modifications to conduit may include removal of unused cables, addition of inner-duct, repair of collapsed or blocked ducts, replacement of manholes or construction of additional ducts.

120. The FCC's Regulations require Ameritech, as well as the attaching party, to notify other parties with attachments to the Structure of the proposed modification and to permit those other parties to participate in the modification. 47 CFR § 1.903(c). Ameritech's interconnection agreements incorporate these obligations.

121. The FCC's Regulations also create explicit requirements for allocation of the costs of modifications, which Ameritech has incorporated into its interconnection agreements. For instance, if the modification benefits only the attaching party, then the attaching party must bear the full cost of the modification. But if other parties, including Ameritech and its affiliates, also expand their Attachments, they must share the cost of the modification proportionately with the requesting provider. 47 CFR § 1.1416(b).

122. If another attaching party or Ameritech uses the modification to upgrade or bring the Structure or its Attachment into compliance with applicable standards, then that party or Ameritech, respectively, will bear an appropriate share of the cost of the modifications to reflect that upgrade. Id.

123. The attaching party, Ameritech or any other party who participates in and pays for a modification may, under the FCC's Regulations, recover its portion of the depreciated value of the modification from parties who subsequently attach to the capacity created by the modification.

124. Ameritech and others who own or control poles or conduit in public rights-of-way are often required to relocate or modify such Structure to accommodate governmental activities in the rights-of-way for road work, condemnations and other reasons. In such instances, because Ameritech's occupancy is subject to the municipality's reasonable

terms and conditions, Ameritech must bear the costs of adjusting its poles or conduit or surrender its rights-of-way to comply with the request of governmental authority.

125. Also, on some occasions private easements are found to be invalid or Ameritech's poles or conduits are found to be located outside of an easement or on private property without an easement or consent. In such circumstances, Ameritech may be required to relocate its poles or conduits. Similarly, Ameritech's rights to maintain its rights-of-way may be terminated or lost. Ameritech's interconnection agreements contain terms designed to address these contingencies. See AT&T Agreement, § 16.15.

126. In any of these circumstances, when such relocations or modifications are required and the Ameritech pole or conduit contains the attachments of the attaching party or others, Ameritech will move the poles or conduit at its cost, but the attaching party and other parties with Attachments must transfer their own facilities to the relocated or modified structure at their own cost. See AT&T Agreement, § 16.12.

H. Other Provisions Relating To Access

127. Ameritech permits an attaching party to interconnect its ducts in the manholes of Ameritech. This permits the attaching party to conveniently enter and exit Ameritech's conduit system. However, Ameritech may deny a request for interconnection of ducts where the attaching party's request can be accommodated by a modification to Structure in place of the interconnected duct.

128. An attaching party may attach any appropriate Attachment on Ameritech's poles, ducts, conduits or rights-of-way. The attaching party must provide plans showing such proposed Attachments to the Structure Access Coordinator when requesting an Attachment so that, as noted above, any capacity, safety, reliability or engineering considerations can be promptly analyzed and addressed and necessary modifications to the poles, ducts, conduits or rights-of-way made.

129. The attaching party is billed for access to maps and records, information requests, field surveys, engineering and make-ready construction work at Ameritech's cost and in its customary fashion.

130. Under Ameritech's existing interconnection agreements, audit provisions apply to all billings, charges, rates and fees invoiced to an attaching party by Ameritech for providing access to Ameritech's poles, ducts, conduits and rights-of-way, so that the attaching party can verify that it has been billed appropriately.

131. In addition, records reflecting the operations of the Structure Leasing Coordinator are available to competing carriers and regulators to ensure that the Act's nondiscrimination and parity mandates are fulfilled.

132. In summary, the following process steps apply generally to any request for attachments to Ameritech poles, ducts, conduits or rights-of-way:

1) The attaching party obtains maps, records and information regarding Ameritech poles, ducts, conduits or rights-of-way sufficient to identify the Ameritech poles, ducts, conduits or rights-of-way to which the attaching party desires to make Attachments.

2) The attaching party submits a written request for attachment on the form provided by the Structure Access Coordinator. The attaching party must specify the poles, ducts, conduits or rights-of-way to which it wishes to attach and the nature and location of all proposed Attachments.

3) The Structure Access Coordinator date-stamps and examines the request. If it is known at that time that the request or any part of it will be denied for lack of capacity or for safety, reliability or engineering reasons, the Structure Access Coordinator provides a preliminary notice to the attaching party and a request to meet with that party to explore means of accommodating the party's request.

4) If, after exploring all reasonable accommodations, the attaching party's request cannot be accommodated, the Structure Access Coordinator provides the attaching party with a written notice of denial.

5) The Structure Access Coordinator also examines the request to determine if the requested Attachments will likely require any modification to the poles, ducts, conduits or rights-of-way and, if so, whether any other parties have Attachments to the poles, ducts, conduits or rights-of-way.

6) In the event other parties have Attachments, the Structure Access Coordinator provides notice to such parties of the proposed modification and advises such parties of the opportunity to modify their attachments.

7) If a field survey of the poles, ducts, conduits or rights-of-way to determine each parties' make-ready work is required, the Structure Access Coordinator provides the attaching party and other parties wishing to participate in the modification with an estimate and allocation of the field survey costs.

8) The Structure Access Coordinator schedules and conducts a field survey.

9) After receiving the results of the field survey, the Structure Access Coordinator develops the proposed necessary modifications, allocates the estimated costs of the proposed modifications between the parties participating in the modification and provides the proposed modification and proposed cost allocation to the participating parties for approval.

10) Upon approval of the proposed modification and billing authority for the estimated cost of the proposed modification by the parties participating, the Structure Access Coordinator causes an engineering work order to be prepared, endeavors to obtain the necessary permits and schedules the construction to complete the modification.

11) In the event that Ameritech is unable to obtain a permit to construct the modification, or encounters a field condition making it impossible to construct the modification, the Structure Access Coordinator notifies the attaching party and other participating parties of the denial of access due to lack of capacity.

12) Upon completion of the modification, the Structure Access Coordinator advises the attaching party that the pole, duct, conduit or right-of-way is available for its proposed Attachment and requests that the attaching party provide any appropriate documentation, including (if required) an insurance certificate and bond.

13) Upon receipt of the appropriate documentation from the attaching party, the Structure Access Coordinator issues a permit to the attaching party authorizing the attaching party to place its Attachments on the Ameritech poles, ducts, conduits or rights-of-way, as appropriate.

14) The attaching party schedules with the Structure Access Coordinator the construction of its Attachments in accordance with the permit within 180 days of the Structure Access Coordinator's notice that the ducts, conduits or rights-of-way are available for attachment, or, for poles, within 90 days of the notice.

15) The attaching party completes construction of its Attachments in conformity with the permit and puts its Attachments into service within the 180-day period or the 90-day period, as appropriate.

IV. CHECKLIST ITEM (iv): UNBUNDLED LOOPS

133. A local loop is defined under Section 51.319 of the FCC's Regulations as "a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and an end user customer premises." Ameritech offers the full range of standard local loop types, as outlined in the AT&T Agreement (Sch. 9.2.1) and as more fully described in Mr. Dunny's affidavit. In addition, Ameritech will